

Remarks:

Applicant has read and considered the Office Action dated December 12, 2007 and the references cited therein. Claims 8, 10, 13 and 22 have been amended. Claims 8-25 and 28-29 are currently pending. Reconsideration and reexamination are hereby requested.

Applicant notes that prosecution has been reopened.

In the Action, claim 10 was rejected as being indefinite. The Action indicated that “the interlocking means” lacks antecedent basis. Claim 10 has been rewritten in independent form and reference to the interlocking means has been deleted. Applicant asserts that the rejection under 35 U.S.C. § 112, second paragraph, has been overcome and requests that the rejection be withdrawn.

Claims 8, 11 and 13-21 were rejected under 35 U.S.C. § 102(b) as being anticipated by Knudson. The Office Action asserts that Knudson shows a seamless gutter and cover system comprising a gutter (96, seamless as it is made of one piece) formed from a first coil of material having a front face (97), a bottom and rear portion (98) extending upward to a top segment, a cover (99) formed from a second coil of material, the cover extends over the gutter and has a debris separation portion (106) extending above the front face of the gutter, a lip portion (99a) extending upward and wrapping over the top segment (98a) of the gutter, the lip portion and the top segment of the gutter are pressed together along their length to form an integral gutter and cover assembly (the part 99a appears to press fit over part 98a and together forming an integral part).

Applicant respectfully traverses the rejection. As previously stated, the Office Action asserts that the part 99a *appears* to press fit over part 98a and together forming an integral part.

No text is cited to support this contention. However, Applicant asserts that the Office Action has clearly ignored other portions of the Knudson reference that clarify that the part 99a is not press fit over part 98a to form an integral part. At column 1, lines 50-52, Knudson clearly states that the shield may be detached from the gutter. This teaches away from the unitary integral seamless gutter and cover system of the present application wherein the gutter and cover have portions that are pressed and fixed together along their length to form the integral cover and cover assembly. Applicant asserts that the Office Action has mischaracterized the Knudson reference as there is no support for the contention that part 99a is press fit over part 98a and together form an integral part. Applicant further asserts that Knudson clarifies that this is not the structure of the gutter device. At column 4, lines 53-59, Knudson states that there is shown "a two-piece shielded gutter 92 mounted on support structure 13 having a roof 14. The stationary gutter shown has a semicircular bottom wall 96, a front wall 97 and a back wall 98 forming a U-shaped gutter channel with a top opening. A *removable* top shield 99 extends downwardly and forwardly from the upper end or top of the back wall 98." Clearly, the lip portion and top segment cannot be pressed and fixed together along their length to form an integral gutter and cover assembly if the cover is removable.

Moreover, Knudson discusses further that the characterization provided in the Office Action is not correct. At column 6, lines 42-48 clarify that the hook 99a and straight end 98a have the same mounting as that shown in Figures 9 and 10 and that the devices are clearly two-piece and that the cover is removable.

Claim 8 has been amended and provides further clarification that the lip portion and top segment of the gutter are pressed and fixed together along their length to form an integral gutter and cover assembly. Clearly, Knudson teaches a removable cover and teaches away from the recited lip portion and top segment being pressed and fixed together along their length to form an integral gutter and cover assembly. Moreover, claim 10 recites that the top segment of the gutter

and the flange portion of the cover are crimped together to interlock the top segment of the gutter with the flange portion of the cover. As the portions in Knudson are removable, they clearly are not crimped together to interlock the top segment of the gutter with the flange portion of the cover. Applicant asserts that claim 10 patentably distinguishes over the prior art.

Claim 11 further recites that the gutter and cover are permanently integrally connected together. Applicant asserts that the advantage of permanent connection of the gutter and cover assembly of the present application provides non-obvious advantages and overcomes problems associated with the prior art. The prior art gutter and cover systems provide for forming a cover member and a gutter member that may fit together, but do not provide for connecting the gutter and cover along their length as recited in the claims of the present application. The prior art systems suffer from having the elements formed and then requiring later connection to one another. Such connection takes place in the field after the gutter is mounted on the structure, where access is difficult. The rear portion cannot be accessed and such permanent joining along their length is not possible. Applicant asserts that the claims recite a system that overcomes a long felt need and provides installation advantages that are not possible with Knudson or any other prior art.

Claim 22 further recites that the lip portion and the top segment of the gutter are pressed together along their length to join the cover and the gutter and form an integral gutter and cover assembly. Again, Knudson fails to teach or suggest such a gutter and cover system with the cover and gutter pressed together and joined along their length to form an integral gutter and cover assembly.

Applicant asserts that upon careful reading of Knudson and consideration of the entire document, it is clear that the characterization asserted in the Office Action is incorrect. Applicant asserts that Knudson suffers from the same disadvantages of the other prior art.

Applicant asserts that the claims patentably distinguish over Knudson and any other prior art or combination thereof.

Claim 10 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Knudson in view of Wade. The Office Action indicates that Knudson fails to teach that the crimping of the top segment of the gutter and the flange portion of the cover together to interlock the top segment of the gutter with the flange portion of the cover. The Action indicates that Wade discloses crimping a cover with its attached structure to enable the secure fastening of the structures together. Applicant asserts that it would not have been obvious to modify Knudson as taught by Wade. Wade only teaches a mesh portion rather than a cover attaching to the gutter. Moreover, the Wade mesh does not attach as recited. In Wade, the hooks 12, 13 and 14 are pressed out of sheet material flashing and pushed over the edge wire of the mesh. Applicant asserts that Wade does not teach or suggest a cover formed from a second coil of material and that the methods for joining a continuous coil material are different from those of a mesh structure. Moreover, claim 10 has been amended and recites that the gutter and the flange portion are *continuously crimped together* to interlock the top segment of the gutter with the flange portion of the cover. The mesh of Wade prevents such an arrangement and is fundamentally different as the hook is crimped downward onto the flashing rather than just pressing to hold the mesh. Moreover, Wade fails to have any sort of lip portion and is joined in a substantially and fundamentally different manner than Knudson. Applicant asserts that one of ordinary skill in the art would not look to the Wade reference to modify Knudson. Moreover, even if combined, the combination does not arrive at the invention recited in claim 10.

Claim 10 was also rejected under 35 U.S.C. § 103(a) as being unpatentable over Knudson in view of Smith. Again, the Office Action states that Knudson fails to teach the interlocking means comprising crimping the top segment of the gutter and flange portion of the cover together to interlock the top segment of the gutter with the flange portion of the cover. The

Office Action states that Smith discloses crimping, riveting to connect the edges of gutter sections together to prove mechanical rigidity and prevent separation of the parts. The Office Action references column 8, lines 43-48 disclosing crimping and riveting. However, Smith clearly states only that once the gutter and cover are assembled, crimping may occur. However, this is only done at the end and only after the portions have been joined together. Moreover, the Smith reference clearly indicates that rivets may be utilized. Smith also clearly states that the sections are joined together so that Smith is not a seamless gutter and cover system. The Smith gutter system is clearly manufactured in a different manner and also suffers from the same drawbacks of other prior art systems. The gutter and cover are joined only after the components are made rather than forming an integral assembly continuously crimped together along the length of the assembly. Applicant asserts that claim 10 patentably distinguishes over the combination of Knudson and Smith or any other prior art.

Claim 9, 22, 24 and 28-29 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Knudson in view of Manoogian Jr. In addition, claims 23 and 25 were also rejected as being unpatentable over Knudson in view of Manoogian Jr. Applicant asserts that Manoogian Jr. fails to overcome the shortcomings of Knudson and any other prior art references for at least the reasons discussed above. Applicants therefore assert that the independent claims patentably distinguish over the combination of Knudson and Manoogian Jr. and that claims 9, 22, 24, 28-29 as well as 23 and 25 also patentably distinguish over Knudson and Manoogian Jr. for at least the same reasons. Applicant requests that the rejections be withdrawn.

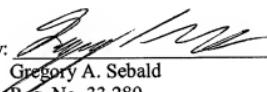
A speedy and favorable action in the form of a Notice of Allowance is hereby solicited. If the Examiner feels that a telephone interview may be helpful in this matter, please contact Applicant's representative at (612) 336-4728.

Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers or any future reply, if appropriate. Please charge any additional fees or credit overpayment to Deposit Account No. 13-2725.

Respectfully submitted,

MERCHANT & GOULD P.C.

Dated: 6/12/08

By: 
Gregory A. Sebald
Reg. No. 33,280
GAS/krm